

**FIRST AMENDMENT TO SUBLEASE AGREEMENT**  
**(MT. PROSPECT)**

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "First Amendment") is made this 31<sup>st</sup> day of March, 1994 by and between MARRIOTT FAMILY RESTAURANTS, INC., a Maryland corporation ("Sublandlord"), and LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP, an Illinois limited partnership ("Subtenant").

**WITNESSETH:**

WHEREAS, by Sublease Agreement (the "Sublease") dated September 30, 1991, by and between Sublandlord and Subtenant, Sublandlord leased to Subtenant and Subtenant leased from Sublandlord for the term and upon the terms and conditions therein set forth, a parcel of improved real estate (the "Premises") commonly known as 1000 South Elmhurst Street, Mt. Prospect, Illinois; and

WHEREAS, the Premises are also subject to the terms and provisions of that certain Lease (the "Lease") dated July 5, 1979 between PIONEER BANK & TRUST COMPANY, as Trustee under Trust No. 8997 (the "Pioneer Trust"), as landlord, and WALGREEN CO., an Illinois corporation ("Walgreen"), as tenant, as amended by that certain Agreement (the "Amendment") dated September 22, 1980 by and between the Pioneer Trust and Walgreen (the Lease, as amended by the Amendment, is hereinafter called the "Base Lease"); and

WHEREAS, pursuant to that certain Termination of Sublease and Assignment and Assumption of Sublease dated September 30, 1991, Sublandlord has succeeded to the interest of Walgreen under the Base Lease; and

WHEREAS, in connection with Subtenant's proposed assignment of its interest under the Sublease, Subtenant desires to amend certain provisions of the Sublease, some of which are designed to make the Sublease consistent with the Base Lease and Sublandlord is willing to grant such amendments, all upon and subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in the Sublease and herein, Sublandlord and Subtenant hereby amend the Sublease as follows:

1. **Effective Date; Effective Term.** This First Amendment shall become effective only upon the assignment of the Sublease by Subtenant to BC Chicago, Inc., an Illinois corporation ("BCCI"). The amendments to the Sublease contained herein shall not affect the terms and conditions of the Sublease with respect to the rights and obligations accruing during the term of the Sublease up to the date of such Assignment (the "Assignment Date"), which terms and conditions shall be controlled by the Sublease as if this First Amendment did not exist.

2. **Integration of First Amendment and the Sublease.** Effective on the Assignment Date, as between BCCI and Sublandlord, this First Amendment and the Sublease, for all purposes, shall be deemed to be one instrument. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Sublease, the terms and provisions of this First Amendment shall, in all instances, control and prevail. Except as expressly defined herein, all words and phrases defined in the Sublease shall have the same meaning in this First Amendment as are ascribed to said words and phrases in the Sublease.

3. **Section 5.b.** The second and third grammatical paragraphs of Section 5.b. are hereby deleted and the following is added in their place:

"For each lease year during the term where Subtenant's aggregate gross sales for the lease year exceed the dollar amount of gross sales at which Percentage Rent becomes payable under the Base Lease (hereinafter the "Break Point") for a lease year, Subtenant shall pay five percent (5%) of said excess to Sublandlord, within twenty seven (27) days of the end of said lease year, as the Percentage Rent due for that lease year."

4. **Section 5.c.** Section 5.c. of the Sublease is hereby deleted and the following is hereby added in its place:

"c. **Reports.** At the end of each lease year, on or before fifteen (15) days prior to the date any such report is due to Base Lease Lessor under the Base Lease, Subtenant shall provide Sublandlord with a comprehensive statement of gross sales for the preceding lease year certified by Subtenant's chief financial officer (hereinafter the "Annual Statement of Gross Sales").

5. **Section 6.** Section 6 of the Sublease is hereby amended by deletion of the entire second and third sentences thereof and insertion of the following in its place:

"Subtenant shall make such payments to Sublandlord within ten (10) days of its receipt of a bill for such taxes, but in no event later than ten (10) days prior to the last date on which Sublandlord is required to make such payments to the taxing authorities, Base Lease Lessor or Master Lessor to take advantage of all reductions for early payment of such taxes or if no prepayment reductions are available, then prior to the payment date after which interest or penalties shall begin to accrue."

6. **Section 14.a.** Section 14.a. is hereby amended to provide that any such consents to alterations required from Base Lease Lessor (and of Master Lease Lessor under the Master Lease, if applicable) shall be initiated through and completed by Sublandlord at Subtenant's expense, and Subtenant shall cooperate fully in providing such information and support as Sublandlord shall require to obtain such consents.

7. **Section 17.a(ii).** Section 17.a(ii) of the Sublease is hereby deleted and the following is hereby added in its place:

". . . (ii) Subtenant defaults in any of the covenants, conditions or undertakings to be kept, observed, and performed by Subtenant contained herein, other than the payment of rent, percentage rent, or additional rent or any part thereof when due, and such default continues for thirty (30) days after written notice thereof to Subtenant (provided that if Sublandlord has served two (2) or more notices of the same default and opportunities to correct for the same within any twelve (12) month period, then no opportunity to correct need be given); . . . "

8. **New Section 17.a.(viii).** Section 17.a., add the following as subsection (viii):

"or, (viii) so long as BC Chicago, Inc. is the subtenant hereunder, Subtenant defaults in any of the covenants, agreements, conditions, or undertakings to be kept, observed, and performed by Subtenant

in any other lease, sublease, note or other agreement between BC Chicago, Inc. and Marriott Family Restaurants, Inc., its corporate parent Host Marriott Corporation, or any subsidiary of Marriott Family Restaurants, Inc., or Host Marriott corporation;"

9. **Section 21.** Section 21 is hereby amended by deletion therefrom of the final two (2) sentences thereof.

10. **Section 30.** Section 30 is hereby amended to show that the Sublandlord's notice address is:

c/o Host Marriott Corporation  
10400 Fernwood Road  
Bethesda, MD 20817  
Attention: Corporate Real Estate Department 879.25.

with a copy to: Host Marriott Corporation  
10400 Fernwood Road  
Bethesda, MD 20817  
Attention: Law Department 9233

and the Subtenant's notice address is:

BC Chicago, Inc.  
1801 North Mill Street  
Building R  
Naperville, Illinois 60569

11. **Section 32.** Section 32 of the Sublease is hereby deleted in its entirety.

12. **Consent and Release.** Sublandlord hereby consents to the proposed assignment by Subtenant to BCCI of all of Subtenant's right, title and interest in, to and under the Sublease, as amended hereby. Sublandlord acknowledges and agrees that upon delivery to Sublandlord of an original Assignment and Assumption of Sublease executed by both Subtenant and BCCI and receipt by Sublandlord of all funds required to be paid by Subtenant in connection with the assignment of the Sublease, (a) Subtenant shall be deemed released of and from any and all further liabilities and obligations under the Sublease, as amended hereby, arising from and after the effective date of said Assignment and (b) BCCI shall have no liability or responsibility to Sublandlord for any liabilities or obligations of the subtenant under the Sublease arising prior to the effective date of said Assignment.

13. **Agreement.** The entire agreement of the parties with respect to the matters herein expressed is set forth in this First Amendment and in the Sublease and no prior or contemporaneous agreement or understanding with respect thereto shall be valid or of any force or effect.


14. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Effect of First Amendment.** Except as expressly modified or amended by this First Amendment, the Sublease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this First Amendment to Sublease of the date first set forth above.

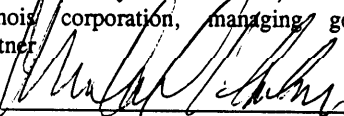
**SUBLANDLORD:**

**MARRIOTT FAMILY RESTAURANTS, INC.,**  
a Maryland corporation

By:   
Name (Printed): Taylor Jones  
Title: V.P.

**SUBTENANT:**

**LUNAN FAMILY RESTAURANTS LIMITED  
PARTNERSHIP, an Illinois limited partnership**

By: Lunan Family Restaurants, Inc., an  
Illinois corporation, managing general  
partner  
By:   
Name (Printed): Michael Schulson  
Title: President